

**In the United States District Court
For the Western District of Texas
Austin Division**

Deborah Zangelo Songo,

Petitioner,

v.

No. 1:20-cv-00389-RP

William Barr, U.S. Attorney General; Chad F. Wolf, Acting Secretary of the Department of Homeland Security; Matthew T. Albence, Deputy Director and Senior Official performing the duties of the Director, United States Immigration and Customs Enforcement; Henry Lucero Executive Associate Director, Enforcement and Removal Operations, United States Immigration and Customs Enforcement; United States Department of Homeland Security; United States Department of Immigration and Customs Enforcement,

Respondents.

STIPULATION FOR COMPROMISE AGREEMENT

It is hereby stipulated by and between the undersigned counsel for Petitioner, **Deborah Zangelo Songo** (“Petitioner”), and Respondents William Barr, U.S. Attorney General; Chad F. Wolf, Acting Secretary of the Department of Homeland Security; Matthew T. Albence, Deputy Director and Senior Official performing the duties of the Director, United States Immigration and Customs Enforcement; Henry Lucero Executive Associate Director, Enforcement and Removal Operations, United States Immigration and Customs Enforcement; United States Department of Homeland Security; United States Department of Immigration and Customs Enforcement (“Respondents”) (collectively, “the Parties”), by and through their respective attorneys as follows:

1. Respondents contend they have not been served with process in accordance with Federal Rule of Civil Procedure 4. Without waiver of their right to proper service of process and without waiver of the defense of lack of personal jurisdiction, Respondents have moved for

dismissal of Petitioner's Petition for Writ of Habeas Corpus on the basis that the Court lacks subject matter jurisdiction. *See* Dkt. 10. Respondents' Motion to Dismiss for Lack of Subject Matter Jurisdiction remains pending, and the Court has not determined that it may exercise jurisdiction in this case.

2. Subject to and without waiver of their jurisdictional defenses, Respondents assert a general denial to the allegations in Petitioner's Petition for Writ of Habeas Corpus and deny that they have violated Petitioner's constitutional rights or that they have violated any law or regulation with respect to the alleged action.

3. While Respondents' Motion to Dismiss was pending, Respondents invited Petitioner to submit supplemental documentation and information to support a finding of eligibility for parole. Specifically, Respondents asked Petitioner to supply additional documentation and information regarding Petitioner's identity and sponsor to refute the issues identified by Respondents. *See* Supplemental Fowler Decl. Dkt. 14-1 (Motion to Seal Pending).

4. On May 12, 2020 and May 13, 2020, Petitioner supplied the requested supplemental documentation and information in the form of a Request for Reconsideration of Denial of Parole. Having considered the Request for Reconsideration of Denial of Parole and the supporting documentation, United States Immigration and Customs Enforcement has determined that Petitioner is eligible for parole, subject to certain conditions precedent as described in greater detail herein.

5. Accordingly, the Parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly, from any alleged acts or omissions by Respondents or its agencies, current or former officers, agents, servants, or

employees, either in their official or individual capacities, that gave rise to the above-captioned action, under the terms and conditions set forth in this Stipulation For Compromise Agreement.

6. In consideration of the mutual acts, covenants and promises stated herein, it is agreed that Respondents will release Petitioner as follows:

a. **Within 12 hours of the execution of this agreement**, Petitioner's counsel, acting on behalf of Petitioner, will

i. provide in writing to Respondents' counsel the names, addresses, and telephone numbers of Petitioner's sponsor; and

ii. provide in writing to Respondents' counsel either the name, address, and telephone number of a temporary local shelter to which ICE will transport Petitioner upon release (unless she is released directly to her attorney) or present a boarding pass departing from Austin-Bergstrom International Airport or bus ticket for transportation to Petitioner's sponsor; and

iii. execute the Stipulation of Dismissal With Prejudice attached hereto as **Exhibit A**.

b. **Within 24 hours of satisfaction of all conditions stated in Paragraph 6(a) above**, ICE shall release Petitioner from the T. Don Hutto Detention Center. ICE will provide two-hour advance notice to Petitioner's counsel to coordinate the release of Petitioner, who will be either released to her attorney, or transported by ICE to the temporary local shelter or to the airport or bus terminal described in Paragraph 6(a)(ii) above.

c. Upon release, Petitioner shall be subject to the terms of the ICE Enforcement and Removal Operations (ERO) Alternatives to Detention Program, which may include GPS monitoring.

d. Upon release, Petitioner shall be subject to 60-day ICE check-ins, subject to the discretion of ERO to permit less frequent check-ins.

e. Petitioner will not be re-detained by ICE for civil immigration purposes until the conclusion of Petitioner's immigration proceedings, for the execution of a final removal order, or after the commission of a felony or non-traffic misdemeanor. If Petitioner misses a scheduled report date with ICE (*see* paragraph 6.d., above), she will also be subject to being re-detained. Petitioner shall remain at all times subject to the terms of the Alternative to Detention Program.

7. This Stipulation For Compromise Agreement is not, is in no way intended to be, and should not be construed as an admission of wrongdoing, or a violation of Petitioner's rights in any respect, or admission of liability on the part of the United States of America, its agencies, current or former officers, agents, servants, or employees, either in their official or individual capacities, including any federal defendant in the referenced civil action, and it is specifically denied that they are liable to Petitioner. This settlement is entered into by all Parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

8. The persons signing this Stipulation For Compromise Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms and conditions of the settlement and further warrant and represent that they have completely read and fully understand the terms of this agreement and voluntarily accept those terms of their own free will.

9. It is also agreed, by and among Petitioner and Respondents, that the respective parties will each bear their own costs, fees, and expenses

10. The Parties agree that this agreement may be signed by counterparts.

11. There are no other terms to this agreement other than those expressly written here.
This agreement may not be modified except by a writing signed by each party or that party's agent.

Executed this 13th day of May, 2020.

Date: 05/13/2020

/s/ Joseph Krebs Muller

Joseph Krebs Muller

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**ATTORNEYS FOR
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Date: May 13, 2020

NICHOLAS D
FOWLER

 Digitally signed by NICHOLAS D
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Date: 2020.05.13 17:15:35 -05'00'

Nicholas D. Fowler
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U.S. Department of Homeland Security
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